

# RAIL LOGISTICS, LC

July 21, 2006

RECORDATION NO. 26476 FILED

JUL 31 '06

1-00 PM

SURFACE TRANSPORTATION BOARD



Mr. Vernon Williams  
Recordation's Unit  
Surface Transportation Board  
1925 K Street, N.W.  
Washington, D.C. 20423-0001

Dear Mr. Williams:

Please find enclosed one (1) original Bill of Sale, (primary document) dated June 15, 2006, and (1) certified copy, between the following parties:

Buyer: Rail Logistics, LC  
Seller: Railcar Custom Leasing, LLC

Please see Schedule A (enclosed) for the equipment listing, (25) Covered Hoppers involved in this transaction.

This filing is to appear in the index as follows:

Bill of Sale dated as of June 15, 2006 related to (25) railcars bearing reporting marks:  
See Schedule A (enclosed).

The filing fee for this document in the amount of \$34.00 is enclosed. Please return a stamped original to my attention.

Should you have any questions or need further information, please do not hesitate to contact me at 913-491-0050.

Sincerely,

A handwritten signature in cursive script that reads 'Nanci Norman'.

Nanci Norman  
Document Coordinator

cc: Chris Mnichowski, CFO

ENCS

# RAIL LOGISTICS, LC

July 21, 2006

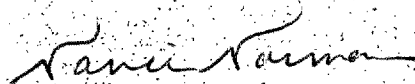
Mr. Vernon Williams  
Recordation's Unit  
Surface Transportation Board  
1925 K Street, N.W.  
Washington, D.C. 20423-0001

Dear Mr. Williams:

RE: Letter of Certification – Rail Logistics, LC / Railcar Custom Leasing, LLC  
(25) Railcars, Bill of Sale, June 15, 2006

I have found the enclosed documents to be complete and identical in all respects to the original documents. I declare under penalty of perjury, under the laws of the United States of America, that the foregoing is true and correct.

Sincerely,



Nanci Norman  
Document Coordinator

cc: Chris Mnichowski, CFO

ENCS

RECORDATION NO. 26476 FILED

JUL 31 '06

1-00 PM

**BILL OF SALE**

SURFACE TRANSPORTATION BOARD

RAILCAR CUSTOM LEASING, LLC, a Tennessee limited liability company (hereinafter called the "Vendor"), in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration to it paid, the receipt and sufficiency of which are hereby acknowledged, does hereby sell, assign, transfer and set over to RAIL LOGISTICS, LC (hereinafter called the "Purchaser") all right, title and interest of the Vendor in and to the railroad equipment described in Schedule A attached hereto (hereinafter called the "Equipment").

The Vendor hereby warrants to the Purchaser, its successors and assigns, that on the date hereof the Vendor had legal title in and to each unit of Equipment and good and lawful right to sell the same, that title to each unit of Equipment on such date was free from all claims, liens, encumbrances, security interests and rights of others of any nature (collectively the "Liens") other than Liens created by the Purchaser or by persons claiming by, through or under the Purchaser, and that the Vendor will defend such title to the Equipment forever against all adverse claims and demands whatsoever.

EXCEPT FOR THE REPRESENTATION AND WARRANTY AS TO TITLE SET FORTH HEREIN, VENDOR MAKES NO REPRESENTATIONS AND WARRANTIES OF ANY KIND RESPECTING THE EQUIPMENT WHETHER STATUTORY, WRITTEN, ORAL OR IMPLIED. VENDOR HAS NOT MADE, AND DOES NOT HEREBY MAKE, NOR SHALL IT BE DEEMED BY THE TRANSACTION CONTEMPLATED HEREBY TO HAVE MADE ANY REPRESENTATION OR WARRANTY AS TO MERCHANTABILITY OR THE FITNESS FOR A PARTICULAR PURPOSE, DESIGN OR QUALITY OF WORKMANSHIP IN OR WITH RESPECT TO THE EQUIPMENT OR ANY PART THEREOF.

IN WITNESS WHEREOF, the Vendor has caused this instrument to be signed by a duly authorized officer and its corporate seal to be hereunto affixed and duly attested, this 15<sup>th</sup> day of June, 2006.

RAILCAR CUSTOM LEASING, LLC

By: [Signature]  
Its: President

RECEIVED JUN 19 2006

**SCHEDULE A TO BILL OF SALE**

Twenty five (25) covered hopper railcars bearing the following road marks and numbers:

| <b><u>Old Car<br/>Marks</u></b> | <b><u>Old Car<br/>Numbers</u></b> | <b><u>New Car<br/>Marks</u></b> | <b><u>New Car<br/>Numbers</u></b> |
|---------------------------------|-----------------------------------|---------------------------------|-----------------------------------|
| PLMX                            | 5974                              | EAFX                            | 5000                              |
| PLMX                            | 5977                              | EAFX                            | 5008                              |
| PLMX                            | 5982                              | EAFX                            | 5001                              |
| PLMX                            | 5983                              | EAFX                            | 5002                              |
| PLMX                            | 5984                              | EAFX                            | 5003                              |
| PLMX                            | 5986                              | EAFX                            | 5004                              |
| PLMX                            | 5988                              | EAFX                            | 5005                              |
| PLMX                            | 5991                              | EAFX                            | 5006                              |
| PLMX                            | 5997                              | EAFX                            | 5007                              |
| NW                              | 176387                            | EAFX                            | 5028                              |
| NW                              | 176558                            | EAFX                            | 5029                              |
| NW                              | 176688                            | EAFX                            | 5030                              |
| NW                              | 176769                            | EAFX                            | 5031                              |
| NW                              | 176867                            | EAFX                            | 5032                              |
| TRLX                            | 96008                             | EAFX                            | 5010                              |
| TRLX                            | 96015                             | EAFX                            | 5011                              |
| TRLX                            | 96378                             | EAFX                            | 5012                              |
| TRLX                            | 96410                             | EAFX                            | 5013                              |
| TRLX                            | 96479                             | EAFX                            | 5014                              |
| TRLX                            | 96567                             | EAFX                            | 5027                              |
| TRLX                            | 96739                             | EAFX                            | 5022                              |
| TRLX                            | 96800                             | EAFX                            | 5025                              |
| TRLX                            | 96971                             | EAFX                            | 5026                              |
| RRLX                            | 5971                              | RRLX                            | 5971                              |
| RRLX                            | 5992                              | RRLX                            | 5992                              |

RECEIVED JUN 19 2006

STATE OF ILLINOIS

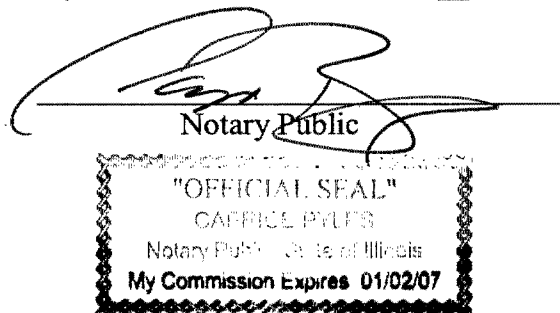
COUNTY OF COOK

)  
)  
) SS:

On this 15 day of June, 2006, before me, a Notary Public, duly commissioned, qualified and acting, within and for said County and State, appeared in person the within named Dennis L. Amick, to me the President of Railcar Custom Leasing, LLC, a Tennessee limited liability company, and duly authorized by authority of the board of managers or the operating agreement of said company to execute and acknowledge the foregoing instrument for and in the name and on behalf of said company and further stated and acknowledged that he has so signed, executed and delivered the foregoing instrument as the free and voluntary act and deed of said company, for the consideration, uses and purposes therein mentioned and set forth and desired that the same might be recorded as such.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 15<sup>th</sup> day of June, 2006.

My Commission Expires:



RECEIVED JUN 19 2006